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free from dower must convey to the prior purchaser who did not secure the wife's signature, upon receiving the purchase price or such portion thereof as shall put him *in statu quo*. *Saldutti v. Flynn*, 72 N. J. Eq. 157, 65 Atl. 246; *Mansfield v. Hodgdon*, 147 Mass. 304, 17 N. E. 544. However, he has in effect purchased for value a portion of the rights in the freehold to which an instant before the conveyance the prior purchaser was not entitled in law or equity. *Mix v. Baldwin*, 156 Ill. 313, 40 N. E. 959; *Richmond v. Robinson*, 12 Mich. 193. And therefore there is reason to revive the incumbrance and give him the value of his bargain to that extent. On the other hand inchoate dower, as such, cannot be aliened. *Mason v. Mason*, 140 Mass. 63, 3 N. E. 19; *Witthaus v. Schack*, *supra*. See LAMBERT, DOWER, p. 26. But the husband is often compelled to convey his interest alone, leaving the dower in the wife. *Davis v. Parker*, 14 Allen (Mass.) 94. See 25 HARV. L. REV. 731. To this extent, at least, the policy against allowing the fee and the inchoate dower interest to be held by parties who are strangers to each other has never controlled. Nor does it seem too much against policy for the court in the principal case to revive this anomalous interest in the subsequent purchaser, at least in jurisdictions such as Kansas, where there have been indications of a liberal attitude toward inchoate dower. See *Munger v. Baldrige*, 41 Kan. 236, 21 Pac. 159. The abatement of the purchase price granted in the principal case would be refused by some courts in a suit against the husband, because of the tendency to coerce the wife. *Reisz's Appeal*, 73 Pa. 485; *Bride v. Reeves*, 36 App. D. C. 476. But no such difficulty arises here, and in the manner of allowing compensation the court also follows the weight of authority, computing it according to the theory of probabilities instead of giving indemnity to the purchaser by reserving until the wife's death the value of vested dower, subject to interest. *Walker v. Kelly*, 91 Mich. 212, 51 N. W. 934; *Davis v. Parker*, *supra*; *Sanborn v. Hookin*, 20 Minn. 178; see 25 HARV. L. REV. 731.

TRADE UNIONS — PUNISHMENT OF OUTSIDE PARTY — SUIT TO RESTRAIN LABOR UNION FROM COMPELLING MEMBERS NOT TO TAKE EMPLOYMENT BY THREATENING FINE. — The plaintiff, having entered into a contract with certain members of defendant union, which comprised practically all the musicians of Rhode Island available, refused to go on with the contract, claiming that unsatisfactory music was furnished. He then arranged with other members of defendant union to play for him, whereupon the directors of the union having heard both sides of the dispute with the first orchestra and decided that the plaintiff had wrongfully broken his contract, acted in accordance with a by-law of the union and forbade all union members to enter or continue in the employ of the plaintiff. The lower court granted a preliminary injunction restraining the defendants from interfering with the business of the plaintiff or attempting to collect any fines from its members by way of enforcing the order of the directors. *Held*, that the injunction be dissolved. *Rhodes Brothers v. Musicians' Protective Union Local, etc.*, 92 Atl. 641 (R. I.).

For a discussion of the use of fines and other disciplinary measures to enforce a union by-law for the punishment of an outsider, see NOTES, p. 696.

TRUSTS — CREATION AND VALIDITY — BEQUEST ON SECRET UNDERSTANDING: LIABILITY OF LEGATEE TO TRANSFER TAX. — The testator bequeathed his personality to his brother, who had agreed to distribute it in accordance with the testator's wishes as expressed in an unattested memorandum which was not referred to in the will. The memorandum, the contents of which were not communicated to the legatee until the testator's death, directed the money to be given to certain charities. Without having made a full distribution the legatee died, and left the property to the defendant under a similar agreement to distribute in accordance with the memorandum. The state now seeks to